

TRIPLE NET LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT ("Lease") is made effective as of September 1, 2009, by and between the Redevelopment Agency of West Valley City, a body politic of the State of Utah, ("Landlord or Lessor"), and Mountain West Eyecare, Inc., a Utah Corporation ("Tenant or Lessee"), sometimes collectively referred to herein as the "Parties" or individually as a "Party."

1. **PREMISES.** In consideration of the mutual covenants herein contained, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord an existing building located at 2727 West 3500 South, West Valley City, Salt Lake County, in the State of Utah ("Premises").

2. **TERM/TERMINATION.** The Lease shall commence on September 1, 2009, and continue on a month-to-month basis. Either Party may terminate the Lease by giving two (2) months written notice to the other Party on or before the next applicable monthly rent period. Unless otherwise agreed in writing, the Lease shall terminate on the last day of the second monthly rent period thereafter.

2.1. By way of example only: If Landlord gives Tenant notice of termination on May 15, the Lease shall end on July 31.

3. **PAYMENT OF MONTHLY RENT.** "Monthly Rent" means the monthly rental amounts set forth in Section 4 below. Monthly Rent shall be payable in advance on or before the first day of each calendar month ("Rent Due Date").

4. **RENT.** The base rent for the Premises shall be Four Thousand Dollars (\$4,000.00) per month, payable in advance on the first (1st) day of each calendar month.

4.1. **Utilities/Taxes.** During the term of this Lease, the Tenant shall be solely responsible for the payment of any and all utilities and taxes of the Premises, including, but not limited to, gas, electric, telephone, cable and any service fees required for the installation of these utilities. The Tenant shall also be solely responsible for the payment of any and all water bills, sewer bills and garbage collection costs concerning the Premises.

5. **LATE FEE AND INTEREST.** All installments of Rent which are not paid by Tenant to Landlord within ten (10) days after the same is due ("Delinquency Date") shall bear interest from and after the due date until paid at a rate equal to the lesser of eight percent (8%) per annum or the highest legal rate of interest. If Landlord does not receive any rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the overdue amount.

6. **PERSONAL PROPERTY TAXES.** Tenant shall pay or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during the term hereof upon all leasehold improvements, inventory, or merchandise, equipment, furniture, fixtures, and other personal property located in the Premises except that which may be owned by Landlord.

7. **USE, NUISANCE AND GOVERNMENTAL COMPLIANCE.**

7.1 **Use.** The Premises shall be used for the operation of an optometrist practice, optical business, and for general office purposes and for no other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

7.2 **Nuisance.** Tenant shall not permit or suffer to be permitted any nuisance (including unusual noises and obnoxious odors) or waste upon the Premises.

7.3 **Compliance With Laws.** In connection with the operation of Tenant's business in the Premises, Tenant shall be responsible for complying with all applicable governmental laws, statutes, rules, regulations, orders and ordinances ("Laws"). If any governmental authority requires any repairs, improvements or alterations to be made to the Premises or any portion thereof (collectively, "Governmental Repairs") as a result of the specific nature of Tenant's business operations in the Premises, Tenant shall make and pay for such Governmental Repairs. Any such Governmental Repairs shall be completed in accordance with plans and specifications approved by Landlord and Landlord shall have the option, in its sole discretion, to complete any such Governmental Repairs and bill Tenant for all costs in connection therewith.

8. **COMMON AREAS.**

8.1 **Common Areas.** Tenant shall have the non-exclusive right during the term of this Lease to use the Common Area for itself, its employees, agents, customers, invitees, and licensees. The term "Common Area" shall mean the portions of the Building, which are from time to time designated and improved for common use by or for the benefit of more than one tenant or concessionaire of the Building, including, but not limited to, any of the following (the specific recitation of which shall not be deemed to limit the definition of "Common Area"): the land and facilities used as parking areas, access and perimeter roads, truck passageways service corridors and stairways providing access to the Building, landscaped areas, exterior walks, stairways, and ramps. All Common Area shall be subject to the exclusive control and management of Landlord or Landlord's designee(s). In no event shall Tenant have the right to sell or solicit in any manner in any of the Common Area.

8.2 **Landlord Rights.** Landlord shall have the right (i) to close, if necessary, all or any portion of the Common Area to such extent as may be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; (ii) to close temporarily all or any portion of the Common Area to discourage non-customer use so long as Landlord does not materially interfere with Tenant's access or Tenant's customer's, client's or guests' access to the Premises; (iii) to use portions of the Common Area while engaged in making additional improvements or repairs or alterations to the Building; and (iv) to do and perform such other acts in, to, and with respect to the Common Area as Landlord shall determine to be appropriate for the Building. Landlord shall have the right to increase the size of the Common Area, including the expansion thereof to adjacent property, to reduce the Common Area, to reconfigure the parking spaces, but not reduce the number of spaces, and improvements on the Common Area, and to make such changes therein and thereto from time to time which in Landlord's opinion are desirable and in the best interests of all persons using the Common Area. Any portion of the

Building not originally included within the Common Area shall be so included if and when so designated by Landlord for common use.

8.3 **Common Area Restrictions.** Tenant and its concessionaires, agents employees, and vendors, suppliers and independent contractors shall use such access roads and operate tracks and trailers delivering merchandise to and from the Premises upon and over such access roads as are designated by Landlord as a means of ingress to and egress from the Premises. Tenant and its employees shall park their cars only in those portions of the parking areas designated for such purpose. Tenant shall comply with any reasonable rules and regulations respecting the Common Area which are from time to time promulgated by Landlord.

8.4 **Common Area Maintenance.** It shall be the Tenant's sole responsibility to keep and maintain the Common Area, and every part thereof, in good condition and repair at all times during the term of the Lease. Tenant shall keep and maintain the Common Area in a clean, sanitary and safe condition, at all times during the term of the Lease, in accordance with all local and state laws and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, or other proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, ordinance and otherwise, affecting said premises. To the best of the parties' knowledge, Landlord and Tenant each acknowledge that the premises is currently in compliance with the law. If Tenant refuses or neglects to commence and to complete repairs promptly and adequately, Landlord may, but shall not be required to do so, make and complete said repairs, and Tenant shall pay the cost thereof to Landlord upon demand. At the time of the expiration of the tenancy herein, Tenant shall surrender the premises in good condition, reasonable wear and tear excepted.

9. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants that, so long as Tenant is not in default under the terms of this Lease, Tenant shall have quiet and peaceful possession of the Premises and shall enjoy all of the rights herein granted without interference by Landlord or anyone claiming by, through, or under Landlord.

10. **CONDITION OF THE PREMISES.** Landlord represents to Tenant that the Building complies with applicable laws, regulations, and ordinances related to the construction of the Building and that Landlord has received no notices of violation related to the Premises or the Building. Tenant represents to Landlord that Tenant has been given the opportunity to inspect the Premises prior to the execution and delivery of this Lease and has found the same to be satisfactory for all purposes hereunder. EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, TENANT ACCEPTS THE PREMISES IN ITS "AS IS", "WHERE IS" CONDITION, SUBJECT TO ALL LEGAL REQUIREMENTS AND ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION OF THE PREMISES MIGHT SHOW, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, AND "WITH ALL FAULTS", INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. EXCEPT AS SPECIFICALLY STATED, TENANT HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE CONDITION AND USE OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **FIXTURES.** Tenant may install within the Premises such shelving, trade fixtures, and equipment (collectively, "Trade Fixtures") as Tenant deems advisable. Tenant's Trade Fixtures shall remain Tenant's property whether or not affixed or attached to the Premises. Upon expiration of the Term, all such Trade Fixtures shall be removed from the Premises and Tenant shall reasonably repair any damage caused by the installation or removal of such items. Notwithstanding the foregoing, any Trade Fixtures remaining on the Premises upon the expiration of the Lease shall, at Landlord's option: (i) become the property of Landlord for Landlord to use or dispose of as Landlord deems appropriate; or (ii) be removed from the Premises and disposed of or stored on behalf of Tenant and any costs incurred by Landlord in connection therewith shall be immediately reimbursed by Tenant.

12. **ALTERATIONS.** Tenant shall not make or suffer to be made any alterations or additions to the Premises, or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding Landlord's consent to any one or more alterations or additions, upon the expiration or termination of this Lease, at Landlord's request, Tenant shall remove any such alterations or additions and restore the Premises to substantially their condition as of the Commencement Date, reasonable wear and tear excepted.

13. **LIENS.** Tenant shall not permit the lien of any contractor, subcontractor, mechanic, materialman, laborer, architect or any other person or entity arising out of work, material or services performed or supplied or contracted for by Tenant, or those claiming by, through or under it, to be or remain a lien upon the Premises. Tenant shall indemnify, defend and hold Landlord harmless from any such lien.

14. **INDEMNIFICATION AND INSURANCE.**

14.1 **Indemnification.** Each Party ("Indemnifying Party") hereby indemnifies, holds harmless and agrees to defend the other Party ("Indemnified Party") from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring in the Building and on the ways immediately adjoining the Building, caused by the active or passive negligence or willful misconduct of the Indemnifying Party, its agents, servants or employees; provided the Indemnifying Party does not indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the active or passive negligence or willful misconduct of the Indemnified Party, the other tenants in the Building, its or their agents, servants or employees. The Parties' obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.

14.2 **Liability Insurance Coverage and Limits.** Tenant shall, during the entire term of this Lease, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, in which the limits of public liability shall not be less than Two Million Dollars (\$2,000,000.00) for injury or death to one person in one accident, One Million Dollars (\$1,000,000.00) for injury or death per occurrence and Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence. The policy shall name Landlord, any

other parties in interest designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. The insurance shall be with an insurance company approved by Landlord, and a copy of the paid-up policy evidencing such insurance or a certificate of the insurer certifying the insurance of such policy shall be delivered to Landlord prior to commencement of Tenant's Work and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

14.3 Property Insurance (Fire Insurance).

14.3.1 **Landlord's Property Insurance.** Landlord shall pay for and shall maintain in full force and effect during the Term of this Lease a policy or policies of fire and casualty insurance covering the Building which may include endorsements of Landlord's selection.

14.3.2 **Tenant's Property Insurance.** Tenant shall, at Tenant's sole cost and expense, obtain and maintain in effect at all times during the Term of this Lease, with insurance companies licensed to do business in the State of Utah (rated financial size A or better under each Best rating category), insurance against direct physical loss to the improvements installed by or on behalf of Tenant and on the Tenant's personal property and listing Landlord as an additional insured. This insurance shall include "all risk" fire and extended coverage form, including extra expense, vandalism and malicious mischief, theft, and agreed amount endorsement, for the full replacement cost of such improvements and personal property. Such insurance shall also provide evidence of debris removal coverage for removal of Tenant damaged property due to any occurrence on the Premises. Tenant shall deliver to Landlord on the Commencement Date, and thereafter prior to the exercise of any Option Term, a certificate of insurance evidencing Tenant's compliance with the terms of this provision.

14.4 **Personal Property Loss.** The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to the Premises or any part, or for any loss or damages resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of fire or accidents in the leased premises or in the building of which the premises are a part or of defects therein or in any fixtures or equipment.

14.5 **Policy Requirements.** Insurance coverage required by this Lease may contain the following elements, so long as the required coverage is not diminished, the required limits are not reduced, and the elements thereof are otherwise commercially reasonable: a Party's insurance program may include blanket, layered, umbrella, conventional and/or manuscript forms of policies, as well as retention levels and loss reserves which are charged against earnings or otherwise funded, and commercially reasonable deductibles. The insurance policies required by this Section shall require the insurance company to furnish Landlord thirty (30) days prior written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Each Party shall promptly notify the other Party of any asserted claim with respect to

which such Party is or may be indemnified against hereunder and shall deliver to such other Party copies of process and pleadings.

14.6 **Workers' Compensation Insurance.** Tenant shall maintain such policy or policies of Workers' Compensation insurance and/or employer's liability insurance (at such statutory limits) as are required by law, for all employees working in or about the Premises.

14.7 **Landlord Right to Insure on Behalf of Tenant.** On or before the Commencement Date and at any time thereafter, upon request by Landlord, Tenant shall provide to Landlord a certificate of insurance evidencing Tenant's compliance with the insurance requirements herein. Tenant's failure to comply with any of the insurance requirements set forth herein shall constitute an event of default hereunder. In addition to the remedies provided in Section 19.2 of this Lease, Landlord may, but is not obligated to, obtain such insurance and Tenant shall pay to Landlord upon demand the premium cost thereof plus interest thereon at the rate of eight percent (8%) per annum from the date of payment by Landlord until repaid by Tenant.

15. **DAMAGE OR DESTRUCTION.** If the Premises is wholly or partially destroyed by fire or other casualty, Landlord shall, within ninety (90) days after such damage occurs, notify Tenant of Landlord's election to immediately terminate this Lease or restore the Premises; provided, however that to the extent of available insurance proceeds, Landlord shall have an obligation to repair if 25% or less of the Premises is damaged. If Landlord elects to repair or restore the Premises, then Landlord shall rebuild, restore or repair the Premises (excluding any and all improvements installed by Tenant) in substantially the same condition as when furnished to Tenant.

If as a result of fire or other casualty any part of the Premises are rendered sufficiently untenantable so as to interfere materially with Tenant's use, occupancy or enjoyment of Premises, Monthly Rent shall abate during the period of reconstruction in the same proportion to the total Monthly Rent as the portion of the Premises rendered untenantable bears to the entire Premises. The Monthly Rent abatement for a partial month shall be prorated in the proportion that the number of days the Premises are untenantable during such partial month bears to the total number of days in that calendar month. If Landlord elects not to restore, this Lease shall terminate effective as of the date of such damage upon Landlord giving Tenant notice of its election as provided above.

16. **CONDEMNATION.** In the event that all or any material part of the Premises shall be condemned or taken by any public authority or by any other person or entity with the power of condemnation, by eminent domain or by purchase in lieu thereof (a "taking"), Landlord may elect to terminate this Lease by written notice to Tenant effective as of the effective date of the taking. Should this Lease not be so terminated, this Lease shall remain in effect as to the remaining portion of the Premises and commencing with the date of such condemnation or taking, the Monthly Rent shall be proportionately reduced according to the extent to which Tenant is deprived of the use of the Premises, which reduction shall be reasonably determined by Landlord. Tenant shall have no claim or right to any portion of any award given in a condemnation proceeding; provided, however, that nothing contained herein shall prevent Tenant from claiming, proving, collecting and retaining any damages awarded for the value of Tenant's

leasehold interest, for Tenant's fixtures, loss of business, moving expenses or for any other damages compensable under Law so long as such award does not result in a diminution of any award to which Landlord is otherwise entitled.

17. **HAZARDOUS MATERIALS.**

17.1 **Hazardous Materials/Release.** Tenant covenants that neither Tenant nor anyone acting by, through, or under Tenant, including but not limited to Tenant's Related Parties will, through its acts or omissions, cause or permit any "Hazardous Materials" to be placed, held, located, "Released" or disposed of on, under or at the Premises. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes" "hazardous materials," "extremely hazardous waste," "acutely hazardous wastes," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any Law now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources ("Environmental Laws"). "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Premises or adjacent property or disposing of Hazardous Materials into the environment.

17.2 **Obligations in Event of a Release.** Notwithstanding anything else to the contrary herein, in the event any Hazardous Materials are discovered in, on, under or at the Premises (whether or not caused by an act or omission of Tenant or any permitted assignee or sublessee or its or their respective employees, agents, contractors or invitees ("Tenant's Related Parties"), Tenant shall immediately notify Landlord of any such discovery. If the Hazardous Materials have been placed, held, located, Released or disposed of by the acts or omissions of Tenant or Tenant's Related Parties (whether such Hazardous Materials are discovered by Landlord during the term of this Lease or following the termination of the Lease), Tenant shall, at its sole cost and expense, comply with all Environmental Laws to remedy the situation, including without limitation, promptly conducting a site assessment, taking immediate action required for containment of the Hazardous Materials, and preparing and implementing a plan for the clean-up of the Hazardous Materials. Landlord may at any time during the Term, inspect the Premises for the existence of Hazardous Materials placed, held, located, Released or disposed of by the acts or omissions of Tenant or Tenant's Related Parties. If Landlord discovers Hazardous Materials on the Premises placed, held, located, Released or disposed of by the acts or omissions of Tenant or Tenant's Related Parties, Tenant shall, at its sole cost and expense and upon demand of Landlord, reimburse Landlord for its costs to inspect the Premises and comply with Environmental Laws for the removal or remediation of such Hazardous Materials. At Landlord's option, Landlord may perform any remediation or containment work required hereunder and all costs and expenses of such work shall immediately be reimbursed by Tenant.

17.3 **Indemnification.** Tenant hereby releases, indemnifies, holds harmless and agrees to defend Landlord, its affiliates, and their respective directors, officers, shareholders, employees, representatives and agents ("Landlord's Related Parties"), from and against any and all claims, causes of action, damages (including, without limitation all foreseeable and unforeseeable

consequential damages, injunction and other relief), fines, judgments, penalties, costs, liabilities, losses or expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs) (collectively, "Damages") arising prior to, during or after the term of this Lease on account of or in connection with, directly or indirectly arising from: (i) the violation of any Environmental Laws by Tenant or Tenant's Related Parties; (ii) the presence, use, generation, storage, remediation, disposal or Release of Hazardous Materials in, on, under or above the Premises attributable to the acts or omissions of Tenant or Tenant's Related Parties; (iii) any breach of the representations and warranties of Tenant contained in this Section; and (iv) any violation of the obligations of Tenant contained in this Section. Without limitation of the foregoing, this indemnification shall include any and all costs incurred due to any investigations of the Premises or any cleanup, removal, repair, remediation, detoxification or restoration and the preparation of any closure or other plans required or permitted by any governmental authority, unless the Hazardous Materials are present as a result of the acts of Landlord.

17.4 **Landlord's Responsibilities.** Landlord represents and warrants to Tenant that to Landlord's knowledge, the real property on which the Premises is located and the improvements thereon (collectively, the "Real Property"), are free of any Hazardous Materials I violation of applicable law.

17.5 **Survival.** Landlord's and Tenant's representations, warranties, indemnifications and obligations under this Section shall survive the expiration or termination of this Lease,

18. **DEFAULT BY TENANT.**

18.1 **Events of Default.** The occurrence of any of the following events shall constitute a "Tenant Event of Default":

18.1.1 Tenant shall fail to pay any Rent when the same is due, and such failure continues for ten (10) days after Landlord has given Tenant a written notice specifying the amount due (it being agreed, however, Landlord shall have no obligation to give Tenant more than three (3) of such notices in any calendar year).

18.1.2 Tenant shall fail to observe and perform any other material provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days (except where a different period of time is specified in this Lease) after written notice by Landlord to Tenant. If the nature of such default is such that the same cannot be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

18.1.3 Tenant shall file a voluntary petition in bankruptcy or a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the bankruptcy laws, or Tenant shall make an assignment for the benefit of creditors;

18.1.4 An involuntary petition in bankruptcy against Tenant or petition or answer made by a person other than Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief against Tenant of the same or different kind under any provision of the bankruptcy laws is filed, or if a receiver is appointed having

jurisdiction of the business property or assets of Tenant on the Premises and, in any of such events, if Tenant shall not properly commence and expeditiously pursue action to dismiss any such involuntary petition or answer or to vacate such receivership and, if after diligently exhausting Tenant's remedies, such petition shall not be dismissed or the receivership vacated;

18.1.5 Tenant makes or has made or furnishes or has furnished any material warranty representation or statement to Landlord in connection with this Lease, or any other agreement to which Tenant and Landlord are parties, which is or was false or misleading in any material respect when made or furnished;

18.1.6 Tenant fails to cause a release, or provide a bond for and contests in good faith, within ten (10) days after receipt by Tenant of a notice informing Tenant of the filing of any lien arising out of any work performed, materials furnished, or obligations incurred by or for Tenant which has been filed against the Premises;

18.1.7 Tenant attempts to transfer, assign, sublet or permit the occupancy of the Premises in contravention of the Section entitled "Assignment, Subletting, and Encumbrances"; or

18.1.8 Tenant vacates the Premises without payment of Rent or abandons the Premises.

18.1.9 Tenant fails to comply with the Rules and Regulations for the Building.

18.2 **Default Remedies.** Upon a Tenant Event of Default, Landlord shall have the immediate right to re-enter the Premises and expel Tenant or any person or persons occupying the same, with legal process, and in any such event, Tenant agrees to peacefully and quietly yield up and surrender the Premises to Landlord.

In the event of a Default, Landlord may elect to either terminate this Lease by giving written notice to Tenant or from time to time and without terminating this Lease (or Tenant's right to possession of the Premises), attempt to relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental and upon such other terms and conditions as Landlord deems advisable; provided, Landlord shall use its good faith efforts to obtain the best terms and conditions available thereon using reasonable business judgment under the circumstances. Upon any such reletting, Tenant shall immediately vacate the Premises and Tenant shall be immediately liable to pay to Landlord the cost and expense of such reletting, the cost of any alterations and repairs reasonably deemed necessary by Landlord to affect such reletting and the amount, if any, by which the rent reserved in this Lease for the period of such reletting (but not beyond the term of this Lease then in effect) exceeds the amount agreed to be paid as rent for the Premises for such period of reletting.

If Landlord elects to terminate this Lease, Landlord may recover from Tenant:

18.2.1 The worth at the time of award of the unpaid rent which had been accrued at the time of termination;

18.2.2 The worth at the time of award of the amount by which the unpaid rent which would have been accrued after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

18.2.3 To the extent then permitted by law, the worth at the time of award of the amount by which the unpaid rent for the balance of the term then in effect after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

18.2.4 Any other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or, which in, the ordinary course of things would be likely to result therefrom; and

18.2.5 At Landlord's election, such other amounts in addition to, or in lieu of, the foregoing as may be permitted from time to time by applicable laws of the State of Utah.

The "worth at the time of award" of the amounts referred to in paragraphs "(i)", "(ii)" and "(iii)" shall be computed by discounting such amount at a rate equal to one percent (1%) plus the discount rate then in effect at the Federal Reserve Bank. If any loss shall limit the amount of such liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such law.

If a Default occurs and Landlord elects not to terminate the Lease, as provided above, this Lease shall continue in effect so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease.

Notwithstanding any reletting without termination by Landlord because of any Default, Landlord may at any time after such reletting elect to terminate this Lease for any such Default. No acceptance by Landlord of a lesser sum than that due by Tenant nor any endorsement or statement or any check or letter accompanying any check shall be deemed an accord and satisfaction. The rights of Landlord hereunder are cumulative and non-exclusive and Landlord may pursue any and all rights and remedies permitted under the law of the State in which the Premises are located.

Whenever Landlord shall re-enter the Premises pursuant to this Lease, any personal property, not the property of Landlord, which remains in or about the Premises upon the expiration of the term of this Lease (or within forty eight (48) hours after a termination by reason of Tenant's default or abandonment), shall be considered abandoned and Landlord may retain and use the same as its own property in every respect, or at its option may remove any or all of such items and dispose of the same in any manner or respect or store the same in a public warehouse or elsewhere for the account and at the expense and risk of Tenant. If Tenant shall fail to pay the cost of storing any such property after it has been stored for a period of ten (10) days or more, Landlord at its option may sell any or all such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper without notice to or demand upon Tenant for the payment of all or any part of such charges, or the removal of any such property. Landlord shall apply the proceeds of such sale first to the cost and expense of such sale, including reasonable attorneys' fees actually incurred; second, to the

payment of the costs of or charges for storing any such property; third, to the payment of any sums of money which may then or thereafter be due to Landlord from Tenant under any of the terms hereof; and fourth, the balance, if any, to Tenant. Tenant hereby waives all claims for damages that may be caused by Landlord's re-entering and taking possession of the Premises or removing, storing, releasing or disposing of the property belonging to Tenant or to any other person or firm as herein provided, and Tenant shall indemnify and hold harmless Landlord therefrom and no such re-entry shall be considered or construed to be a forcible entry. Notwithstanding anything herein to the contrary, Landlord shall be under no obligation to release any personal property remaining upon the Premises to Tenant or any other person unless and until Tenant delivers to Landlord a cash security deposit in an amount equal to the "fair market value" of such personal property to secure performance of Tenant's obligations hereunder.

19. **LANDLORD'S DEFAULT.**

19.1 **Landlord's Default.** In the case of a monetary default, Landlord shall have a period of ten (10) days after notice thereof from Tenant to cure such monetary default. In the case of a non-monetary default, Landlord shall commence promptly to cure such default immediately after receipt of written notice from Tenant specifying the nature of such default and shall complete such cure within fifteen (15) days thereafter provided that, the nature of the non-monetary default is such that it cannot be cured within such fifteen (15) day period, Landlord shall have such additional time as may be reasonably necessary to complete its performance so long as Landlord has proceeded with diligence since its receipt of Tenant's notice and is then proceeding with diligence to cure such default.

20. **ASSIGNMENT AND SUBLETTING.** Tenant shall not voluntarily or involuntarily assign, transfer, mortgage, pledge, or encumber this Lease or any interest therein, and shall not sublet the Premises or any part thereof without the prior written consent of Landlord which consent shall not be unreasonably withheld. Any attempt to assign this Lease or sublease all or any portion of the Premises without such consent shall be void and, at Landlord's election, shall constitute a default under this Lease.

21. **TENANT'S AGREEMENT.** Tenant covenants and agrees: (a) not to obstruct or interfere with the rights of other tenants, or injure or annoy them or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon the Premises or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Tenant shall be answerable for all nuisances caused or suffered on the Premises, or caused by Tenant in the Property, or on the approaches thereto; (b) not to strip, overload, damage or deface the Premises, hallways, stairways, elevators, park Property, or the fixtures therein or used therewith, nor to permit any hole to be made in any of the same; (c) nor to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Property, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation established by any public authority; (d) to conform to all rules and regulations established by the appropriate insurance rating organization and to reasonable rules and regulations established by Landlord; (e) to be responsible for the cost of removal of Tenant's

bulk trash at time of move-in, during occupancy and move-out, (f) not to conduct nor permit on the Premises either the generation, treatment, storage or disposal of any Hazardous Substances, and Tenant shall prohibit its assignees, sublessees, employees, agents and contractors (collectively, "Permittees") from doing so and Tenant shall indemnify, defend and hold Landlord and its agents harmless from all loss, costs, foreseeable and unforeseeable direct consequential damages, liability, fines, prosecutions, judgments, litigation, and expenses, including but not limited to, cleanup costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this section by Tenant or its Permittees.

22. **COSTS AND ATTORNEYS' FEES.** In the event either Party commences a legal proceeding to enforce any of the terms of this Lease, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

23. **LIMITATION OF LANDLORD LIABILITY.** Anything in this Lease to the contrary notwithstanding, Tenant agrees that it shall look solely to the Premises and, subject to the prior rights of any mortgagee, for the collection of any judgment, (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants or conditions of this Lease to be observed or performed by Landlord, and no other assets of Landlord shall be subjected to levy, execution, or other procedures for the satisfaction of Tenant's remedies.

24. **NOTICES AND PLACE FOR PAYMENT OF RENT.** All notices, requests, demands and other communications hereunder shall be in writing and shall be given by; (i) established express delivery service which maintains delivery records, (ii) hand delivery or; (iii) certified or registered mail, prepaid postage, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To Landlord:
(Notices, Requests and Demands)
West Valley City
Attention: Richard Catten
3600 Constitution Blvd.
West Valley City, UT 84119

To Tenant:

Mountain West EyeCare, Inc.
Attention: Mike Brown
2727 West 3500 South,
West Valley City, UT 84119

To Landlord :
(Payment of Rent)
West Valley City
Attn: Finance Department
3600 Constitution Blvd.
West Valley City, UT 84119

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if

delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery. Rent shall be paid to Landlord at the address set forth in this Section.

25. **SUBORDINATION & ATTORNMENT, ESTOPPEL CERTIFICATES.**

25.1 **Subordination and Attornment.** This Lease is junior, subject and subordinate to all mortgages, deeds of trust, and other security instruments of any kind now encumbering the Premises, or any portion thereof. Landlord reserves the right to place liens and other encumbrances on the Premises, or any part thereof or interest therein superior in lien and effect to this Lease, this Lease, at the option of Landlord, shall be subject and subordinate to any and all liens or encumbrances now or hereafter imposed by Landlord without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver within 15 days of Landlord's request such further instruments evidencing such subordination of this Lease as may be requested by Landlord.

25.2 **Estoppel Certificates.** Tenant shall at any time and from time to time upon not less than fifteen (15) days prior to notice from Landlord, execute, acknowledge and deliver to Landlord, or any current or proposed mortgagee, purchaser or successor in interest, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease and if so, specifying each such default of which Tenant may have knowledge, and stating such other reasonable matters as Landlord may request. Tenant acknowledges that any such statement delivered pursuant to this paragraph may be relied upon by Landlord, any prospective purchaser, mortgagee or other like encumbrancer or any assignee of any such encumbrancer, upon the Premises.

26. **RIGHT TO GO ON PREMISES.** Provided such entry does not unreasonably interfere with the business being conducted on the Premises, Landlord hereby reserves the right for itself, and its duly authorized agents and representatives, at all reasonable times, to enter upon the Premises for the purpose of inspecting the same and showing the same to any prospective tenant, purchaser or encumbrancer, and for all other reasonable purposes. Landlord shall provide written notice to Tenant twenty-four hours (24) prior to entry. Nothing contained herein shall imply or impose any duty on Landlord to inspect the Premises.

27. **RULES AND REGULATIONS.** Tenant agrees to abide by all reasonable rules and regulations of Landlord for the Building as the same may be implemented or changed and which are in writing and posted on the Building or delivered to Tenant.

28. **TERMINATION OF LANDLORD'S LIABILITY.** The term "Landlord" as used in this Lease shall mean only the owner or owners at the time in question of Landlord's interest in the Premises and in this Lease and in the event of any transfer or assignment of such interest and, provided the assignee or transferee expressly assumes the obligations of Landlord hereunder from and after the date of such assignment or transfer, the Landlord herein named (and in case of any subsequent assignment or transfer, the then assignor or transferor) shall be automatically

discharged and relieved from all obligations and liabilities hereunder, except those liabilities and obligations arising or accruing prior to such assignment or transfer.

29. **MISCELLANEOUS PROVISIONS.**

29.1 **Relationship of the Parties.** Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of landlord and tenant.

29.2 **Surrender.** Upon the expiration or termination of this Lease, Tenant agrees to peaceably and promptly surrender possession of the Premises to Landlord in as good condition as existed at the commencement of the Original Term and upon completion of Tenant's Improvements, subject to reasonable wear and tear.

29.3 **Holdover.** In the event Tenant holds over, following the expiration or termination of this Lease, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, and shall pay as rent a sum equal to (i) one hundred fifty percent (150%) of the Monthly Rent and (ii) such other charges as are payable hereunder, pro-rated on a monthly basis. In no event shall such holding over be deemed to create a tenancy from year-to-year nor shall either Landlord or Tenant have the right to create such a tenancy.

29.4 **Remedies Not Exclusive.** The various rights and remedies herein contained and reserved to each of the Parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such Party but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either Party shall impair any such right power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein.

29.5 **No Presumption.** This Lease shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either Party. Each Party represents and warrants to the other Party that they have been represented by and have had the opportunity to consult with legal counsel in connection with the review, negotiation and execution of this Lease.

29.6 **Headings.** The headings of the Sections contained herein are for convenience only and do not define, limit, or construe their contents.

29.7 **Pronouns.** When required by context, the singular includes the plural, and the neuter gender includes a person, corporation, firm or association.

29.8 **Severability.** If any term or provision of this Lease, or the application of it to any person or circumstance, shall to any extent be held by a court in an action between the Parties or otherwise affecting this Lease to be invalid or unenforceable the remainder of this Lease or the application of such term or provision to persons or circumstances, other than those to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforced to the extent permitted by law.

29.9 **No Other Agreements.** The terms set forth in this Lease are intended by the Parties as a final expression of their agreement with respect to such terms and may not be contradicted or supplemented by evidence of any prior agreement or of any contemporaneous oral agreement. This Lease is intended to be a complete and exclusive statement of the terms of the agreement between the Parties and the terms of this Lease may not be explained or supplemented by evidence of consistent additional terms. This Lease may not be amended or modified by any act or conduct of the Parties or by oral agreement, unless reduced to a writing signed by both Parties.

29.10 **Successors.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties.

29.11 **Authority.** The individuals who execute this Lease represent and warrant that they are duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.

29.12 **Governing Law and Jurisdiction.** This Lease shall be governed by and construed in accordance with the laws of the state of Utah. The parties consent to the exclusive jurisdiction of the Third Judicial District Court in and for Salt Lake County, Utah.

29.13 **Recording.** Tenant shall not record this Lease without the written consent of Landlord; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purpose of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leasehold Premises, the term of this Lease, and special provisions, and shall incorporate this Lease by reference.

IN WITNESS WHEREOF, the Parties have executed this Lease to be effective as of the date and year first above written.

Redevelopment Agency of West Valley
City, a body politic of the State of Utah

Wayne T. Pyle, Executive Director

Secretary

Mountain West EyeCare, Inc.

Michael D. Brown

State of _____)
County of _____)

On this _____ day of _____, 2009, personally appeared before me **Michael D. Brown**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____, of Mountain West EyeCare, Inc., a Utah corporation, by authority of its shareholders or its articles of incorporation, and he acknowledged to me that he executed the same.

Notary Public